REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Bench of Mr. Ved Prakash,
Special Presiding Officer

RERA/CC/443/2025

Ajit Kumar Misra ....Complainant(s)

Vs

M/s Sri Anuanand Construction Pvt. Ltd. ....Respondent

PROJECT- Sai Enclave, Block -E

For the complainant: Mr. Sudhanshu Kumar (Adv.)
For the respondent : None

14.08.2026 **O R D E R**

Hearing is taken up. Shri Sudhanshu Kumar, learned counsel on behalf of complainant is present, but the respondent is absent.

2. Learned counsel for complainant submits that the complainant through this complaint case has prayed for delivery of physical possession of flat no. 301 in Block –E of the project, Sai Enclave. The complainant, on being shown the brochure of the project as well as after verifying the registration of the project, agreed to purchase Flat no,, 301, 3rd Floor (3BH), Block E of the project Sai Enclave, having super built up area 1600 sq. ft with a car parking space on a consideration of Rs. 38,01,000/-. Further, the respondent executed an absolute sale deed dated 28.10.2022, bearing no 18124 and as per the sale deed executed between the complainant and respondent, the flat purchased by the complainant was to be delivered by 22.01.2021. Learned counsel for complainant further submits that the respondent has miserably failed to deliver the said flat on or before the scheduled date. The complainant from time to time visited the office of the respondent promoter for delivery of possession, but the respondent asked for further time. Learned counsel further submits that the complainant tried every possible means to get the allotment of his flat. In order to form an association of allottees, the list of allottees was not provided to the complainant. By way of relief, the complainant has sought possession of his

respective flat along with interest accruing since the date of payment. The complainant has also prayed for compensation of Rs, 5 Lakhs for litigation costs, inconvenience, mental agony and financial loss.

3. There is no representation on behalf of the respondent company. The respondent promoter or his learned counsel has never appeared in this case to controvert the submissions of the complainant.

4. Considering the submissions made on behalf of complainant as well as on going through the record, the Bench notes that the complainant purchased flat no. 301 in the project of the respondent by making full payment of consideration amount. It also becomes evident from the fact that an absolute sale dated 28.10.2022 was already executed with respect to Flat no,, 301, 3rd Floor (3BH), Block E of the project, Sai Enclave having super built up area 1600 sq. ft with a car parking space for which the complainant has paid the total consideration amount of Rs. 38,01,000/-. Hence, the payment of consideration amount is not in dispute. In other words, the delivery of possession of said flat is not being delayed due to none-payment of consideration amount. Hence, the Bench is of the considered opinion that the respondent has committed a breach of trust clearly drafted in the sale deed dated 28.10.2022 that the flat would be delivered on time i.e. 28.10.2022. In the light of absolute sale deed dated 28.10.2022 executed in favour of complainant with respect to said flat no. 301, the respondent is legally bound by the law that he has no option but to deliver physical possession of said flat on or before 28.10.2022. Since there is no representation on behalf of the respondent, the simple matter of delivery of physical possession cannot be kept pending for an indefinite period against the interest of home buyer. The Bench/ Authority has to dispose of the matter on the basis of materials available on record in the absence of respondent.

5. Accordingly, the respondent company through its Director, Shri Bimal Kumar is directed to deliver possession of flat no,, 301, 3rd Floor (3BH), Block E of the project, Sai Enclave having super built up area 1600 sq. ft with a car parking space to the complaint as per sale deed, within a period of sixty days from the date of issue of this order, failing which the Director of the

respondent company shall be liable to pay a penalty of Rs. 1000/- per day for each day of delay till the date of delivery of physical possession of said flat to the complainant.

6. So far as compensation sought for by the complainant is concerned, he shall be at liberty to seek such relief(s), which are in the nature of compensation, before the Adjudicating Officer, RERA, Bihar.

With these observations / directions, the instant complaint case is disposed of.

Sd/-
(Ved Prakash)
Special Presiding Officer